

1 BILL NO. S-80-07- 38

2 SPECIAL ORDINANCE NO. S- 91-80

3  
4 AN ORDINANCE approving a contract  
5 for Improvement Resolution No.  
6 5875-80 between the City of Fort  
7 Wayne, Indiana and Hipskind Concrete  
8 Corporation for curb and sidewalk  
9 improvement.

10 BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF  
11 FORT WAYNE, INDIANA:

12 SECTION 1. That a certain contract dated July 9, 1980,  
13 between the City of Fort Wayne, Indiana, by and through its  
14 Mayor and the Board of Public Works, and Hipskind Concrete Cor-  
15 poration for:

16 curb, sidewalk, drive approaches and  
17 wingwalks within an area bounded by Wall  
18 Street on the North, Broadway on the East,  
19 Taylor Street on the South and Phenie  
20 Street on the West, also known as West  
21 Central Phase V Neighborhood Package Im-  
22 provement,

23 under Board of Public Works Improvement Resolution No. 5875-80  
24 at a total cost of \$67,506.30 from C D & P Funds, all as more  
25 particularly set forth in said contract which is on file in  
26 the Office of the Board of Public Works and is by reference in-  
27 corporated herein and made a part hereof, be and the same is  
28 in all things hereby ratified, confirmed and approved.

29 SECTION 2. That this Ordinance shall be in full force  
30 and effect from and after its passage and approval by the Mayor.

31 Samuel J. Toliver  
32 COUNCILMAN

33 APPROVED AS TO FORM AND  
34 LEGALITY JULY 18, 1980.

35 John E. Hoffman  
36 JOHN E. HOFFMAN  
37 City Attorney  
38

Read the first time in full and on motion by Galaviz, seconded by Stier, and duly adopted, read the second time by title and referred to the Committee Public Works (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on 7-22-80, 19 80, at 9 o'clock M., E.S.T.

DATE: 7-22-80

Charles W. Westerman  
CHARLES W. WESTERMAN  
CITY CLERK

Read the third time in full and on motion by Galaviz, seconded by GiaQuinta, and duly adopted, placed on its passage. PASSED (Lost) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>6</u>	<u>      </u>	<u>      </u>	<u>3</u>	<u>      </u>
<u>BURNS</u>	<u>✓</u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>
<u>EISBART</u>	<u>✓</u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>
<u>GiaQUINTA</u>	<u>✓</u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>
<u>NUCKOLS</u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>✓</u>	<u>      </u>
<u>SCHMIDT, D.</u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>✓</u>	<u>      </u>
<u>SCHMIDT, V.</u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>✓</u>	<u>      </u>
<u>SCHOMBURG</u>	<u>✓</u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>
<u>STIER</u>	<u>✓</u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>
<u>TALARICO</u>	<u>✓</u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>

DATE: 8-12-80

Charles W. Westerman  
CHARLES W. WESTERMAN - CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ZONING MAP) (GENERAL) (ANNEXATION) (SPECIAL) (APPROPRIATION) ORDINANCE (RESOLUTION) No. 2-91-80 on the 12th day of August, 19 80.

ATTEST:  
Charles W. Westerman  
CHARLES W. WESTERMAN - CITY CLERK

(SEAL)  
James Stier  
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 13th day of August, 19 80, at the hour of 11:30 o'clock A M., E.S.T.

Charles W. Westerman  
CHARLES W. WESTERMAN - CITY CLERK

Approved and signed by me this 18th day of August 19 80, at the hour of 9:30 o'clock A M., E.S.T.

Winfield C. Moses, Jr.  
WINFIELD C. MOSES, JR.  
MAYOR

BILL NO. S-80-07-38

REPORT OF THE COMMITTEE ON PUBLIC WORKS

WE, YOUR COMMITTEE ON PUBLIC WORKS TO WHOM WAS REFERRED AN  
ORDINANCE approving a contract for Improvement Resolution No. 5875-80  
between the City of Fort Wayne, Indiana and Hipskind Concrete  
Corporation for curb and sidewalk Improvement

HAVE HAD SAID ORDINANCE UNDER CONSIDERATION AND BEG LEAVE TO REPORT  
BACK TO THE COMMON COUNCIL THAT SAID ORDINANCE 27 PASS.

SAMUEL J. TALARICO, CHAIRMAN

PAUL M. BURNS, VICE CHAIRMAN

JOHN NUCKOLS

MARK GIAQUINTA

ROY SCHOMBURG

8-12-80  
DATE 8-12-80 CONCURRED IN  
CHARLES W. WESTERMAN, CITY CLERK



## THE CITY OF FORT WAYNE

CITY-COUNTY BUILDING • ONE MAIN STREET • FORT WAYNE, INDIANA 46802

board of public works

June 9, 1980

The Common Council  
Fort Wayne, Indiana

Gentlemen and Mrs. Schmidt:

One June 4, 1980, Contracts for Curb and Sidewalk Improvement Resolution No. 5870-80, Nebraska Neighborhood, Phase V, in amount of \$29,591.55, 33% under Engineer's Estimate, and Curb and Sidewalk Improvement Resolution No. 5875-80 West Central, Phase V NPI, in amount of \$67,506.30, 31% under Engineer's Estimate, awarded to Hipskind Concrete Corp. Both projects are C D & P funded.

Hipskind Concrete Corp. has manpower available and is able to begin at once on the above projects. Therefore, Board of Works respectfully requests "Prior Approval" so that construction may begin immediately.

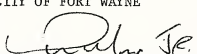
Special Ordinance for formal approval will be submitted in the very near future.

Sincerely,

BOARD OF PUBLIC WORKS

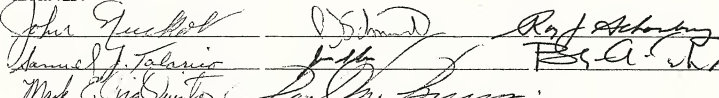
  
MARK L. AKERS, CHAIRMAN

CITY OF FORT WAYNE

  
WIN MOSES, JR., MAYOR

ep

APPROVED:

  
MEMBERS OF THE COMMON COUNCIL

ATTEST:

  
CHARLES W. WESTERMAN, CLERK

B.O. 160-79 CITY PAID  
Curb & Sdw, **Improvement Resolution No.** 5875 **19** 80  
WEST CENTRAL, PHASE V NPI bounded by Wall

on the north, Broadway on the east, Taylor on the  
south and Phenie on the west

Width: \_\_\_\_\_ Ft.

Plans Ordered:

Adopted: May 7, 1980

Advt. "Notice to P.O.":

Not. to P. O. Mailed:

Hearing on Confirmation:

Remonstrance Filed:

Confirmed:

Finally Confirmed:

Advt. "Notice to Contr's": May 16 and 23, 1980

Receive Bids: Wednesday, May 28, 1980 at 9 a.m.

Contract Awarded: Wednesday, June 4, 1980 at 9 a.m.

Contract Awarded to: HIPSKIND CONCRETE CO.

For: \$67,506.30 subj. to councilmanic approval.

ord. contract

At:

Reported Completed:

Primary Assmt. Roll Appr'd:

Advt. "Assessment Notice":

Hearing on Confir'n of Assmt. Roll:

Assessment Roll Confirmed:

MATERIAL

31% Under	29% Under	22% Under	22% Under	20% Under	16% Under	16% Under	13% Under	11% Under
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## ANALYSIS SHEET

OFFICE  
FORT WA

MATERIAL

CS. CMST.		HIPS KING ASPHALT		SIMEZ-AN CMST.		JOHN DENNER, INC.		MOELLERZING CMST.		McNAMARA O'CONNOR	
TOTAL BID	UNIT BID	TOTAL BID	UNIT BID	TOTAL BID	UNIT BID	TOTAL BID	UNIT BID	TOTAL BID	UNIT BID	TOTAL BID	UNIT BID
15,233 <sup>14</sup>	3 <sup>00</sup>	9,765 <sup>00</sup>	4 <sup>50</sup>	14,647 <sup>50</sup>	2 <sup>10</sup>	6,835 <sup>20</sup>	3 <sup>40</sup>	11,718 <sup>00</sup>	4 <sup>00</sup>	15,624 <sup>00</sup>	
36,387 <sup>14</sup>	1 <sup>40</sup>	42,496 <sup>00</sup>	1 <sup>40</sup>	42,496 <sup>00</sup>	1 <sup>65</sup>	43,824 <sup>00</sup>	1 <sup>64</sup>	43,558 <sup>40</sup>	1 <sup>72</sup>	45,683 <sup>00</sup>	
9,118 <sup>00</sup>	2 <sup>20</sup>	9,552 <sup>00</sup>	2 <sup>00</sup>	8,684 <sup>00</sup>	3 <sup>25</sup>	14,111 <sup>50</sup>	3 <sup>25</sup>	13,243 <sup>10</sup>	2 <sup>90</sup>	12,052 <sup>00</sup>	
6,750 <sup>00</sup>	22 <sup>00</sup>	7,920 <sup>00</sup>	17 <sup>50</sup>	6,300 <sup>00</sup>	22 <sup>40</sup>	7,920 <sup>00</sup>	24 <sup>00</sup>	8,640 <sup>00</sup>	21 <sup>00</sup>	7,776 <sup>00</sup>	
132 <sup>00</sup>	1 <sup>50</sup>	99 <sup>00</sup>	1 <sup>75</sup>	115 <sup>50</sup>	2 <sup>05</sup>	194 <sup>00</sup>	3 <sup>40</sup>	237 <sup>40</sup>	3 <sup>00</sup>	198 <sup>00</sup>	
300 <sup>00</sup>	10 <sup>00</sup>	300 <sup>00</sup>	5 <sup>30</sup>	165 <sup>00</sup>	12 <sup>50</sup>	375 <sup>00</sup>	15 <sup>00</sup>	450 <sup>00</sup>	10 <sup>00</sup>	300 <sup>00</sup>	
216 <sup>00</sup>	10 <sup>00</sup>	360 <sup>00</sup>	4 <sup>50</sup>	162 <sup>00</sup>	9 <sup>00</sup>	342 <sup>00</sup>	6 <sup>00</sup>	216 <sup>00</sup>	10 <sup>00</sup>	360 <sup>00</sup>	
2,500 <sup>00</sup>	300 <sup>00</sup>	3,000 <sup>00</sup>	195 <sup>00</sup>	1,950 <sup>00</sup>	320 <sup>00</sup>	3,200 <sup>00</sup>	180 <sup>00</sup>	1,800 <sup>00</sup>	235 <sup>00</sup>	2,350 <sup>00</sup>	
1,830 <sup>50</sup>	0 <sup>75</sup>	1,961 <sup>25</sup>	0 <sup>70</sup>	1,830 <sup>50</sup>	0 <sup>90</sup>	2,353 <sup>50</sup>	0 <sup>50</sup>	1,516 <sup>70</sup>	0 <sup>00</sup>	1,519 <sup>00</sup>	
5,850 <sup>00</sup>	10 <sup>00</sup>	6,500 <sup>00</sup>	9 <sup>00</sup>	5,850 <sup>00</sup>	9 <sup>50</sup>	6,175 <sup>00</sup>	9 <sup>40</sup>	5,850 <sup>00</sup>	10 <sup>00</sup>	7,020 <sup>00</sup>	
78,317 <sup>00</sup>		81,953 <sup>00</sup>		82,209 <sup>00</sup>		85,331 <sup>00</sup>		87,229 <sup>00</sup>		93,732 <sup>00</sup>	
20% Under		16% Under		16% Under		13% Under		11% Under		4% Under	

# CONTRACT

This Agreement, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_

by and between ----- HIPSKIND CONCRETE CORPORATION-----

----- 3322 REED, FORT WAYNE, INDIANA 46806-----

hereinafter called "Contractor" and the City of Fort Wayne, Indiana, a municipal corporation, hereinafter called "City," under and by virtue of an act of the General Assembly of the State of Indiana, entitled "An Act Concerning Municipal Corporations," approved March 6, 1905, and all amendatory and supplementary acts thereto, WITNESSETH: That the Contractor covenants and agrees to improve

Resolution No. 5875-80  
curb, sidewalk, drive approaches, and wingwalks within an area bounded by

Wall Street on the north, Broadway on the east, Taylor St. on the south, and

Phenie St. on the west, also known as West Central Phase V Neighborhood Package

Improvement.

by grading and paving the roadway to a width of XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

XX

upon a foundation and with curbing as fully set out in the specifications hereinafter referred to, in a good and workmanlike manner and to the entire satisfaction of said City, in accordance with Improvement Resolution No. 5875-80 attached hereto and by reference made a part hereof.

and at the following prices per XXXXX FOOT

At the following prices:

Concrete Removal	Three dollars and twenty-five cents per square yard	3.25
Concrete Sidewalk (4")	One dollar and fifty cents per square foot	1.50
Wingwalk incl. Ramps	One dollar and ninety cents per square foot	1.90
6" Concrete for Private Drives	One dollar and eighty-five cents per square yard	1.85
Curb Removal	One dollar and twenty-five cents per lineal foot	1.25
Type III Concrete Curb	Five dollars and forty cents per lineal foot	5.40
6" Rolled Concrete Curb	Six dollars and no cents per lineal foot	6.00
Tree Removal	Two hundred and fifty dollars and no cents per each	250.00
Seed, Mulch, Fertilizer	No dollars and seventy-five cents per square yard	0.75
Dirt Backfill (Topsoil)	Five dollars and no cents per ton	5.00
TOTAL	Sixty-seven thousand, five hundred and six dollars and thirty cents	\$67,506.30

The Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana that he has complied with Sections 5, 68, 69 of the Workmen's Compensation Act, approved March 14, 1929, in accordance with Section 14 of the Compensation Act (Acts 1929, page 545, being I.C. 22-3-2-1 et. seq.).

A copy of General Ordinance No. G-34-78 (as amended) concerning discriminating in employment under municipal contracts is attached and incorporated herein by reference.



The Contractor hereby expressly agrees to perform all the work in the prosecution of the above described improvement according to the terms and conditions of Improvement Resolution No. 5875-80 the plans, profiles, specifications and the contractor's bid therefor on file in the office of the Department of Public Works of said City, which said resolution, profile, plans and specifications are made a part of this contract as fully and effectually as if copied herein at full length, (copies of which are attached hereto).

It is hereby agreed that no assignment of this contract shall be made without the written consent of the City; said Contractor hereby covenants and agrees that said improvement shall be finally

and in all respects completed on or before October 15 19 80 and the Contractor agrees to pay and give to the City, as liquidated damages, the sum of \$25.00 for each and every day after said

date, 19     until said work is finally completed and ready for acceptance by the City. It being also understood that in event of any conflict between this contract and the specifications, that the former shall be considered to contain the intention of the parties hereto.

It is further agreed by and between said parties, that the acceptance of the work provided for in this contract, or the payment therefor, for the whole or a part, shall not constitute a waiver on the part of the City of any of the provisions of the contract, nor shall it release said Contractor, or the sureties upon its bond for the faithful performance thereof, nor shall the acceptance be even prima facie evidence of the performance of any provisions of such contract except to the extent of entitling said Contractor to receive the price therefor. It is further understood that the failure of the City to exercise its right of inspection or rejection of material and work, or the exercise of such right shall not in any sense be considered an acceptance of any part of said work or material.

The Contractor further contracts and agrees that in the prosecution of said work all proper skill and care will be exercised, that said party will properly and fully guard all excavations and dangerous places, and will use all due and proper precautions to prevent injury to any property, person and persons, what or whomsoever. That for and during the period of the making of such improvement, and the period for which the same is to be maintained and kept in repair by the Contractor, the City shall be saved harmless from any and all liability whatsoever growing out of any injury or damage to property or persons because of any neglect or fault of the said Contractor, its agents or employees, in the execution of this contract or any matter connected therewith or related thereto and to pay any judgment with costs which may be obtained against said City, growing out of any such injury or damage.

To each of the conditions and stipulations in this contract, the undersigned bind themselves, their successors and assigns.

IN WITNESS WHEREOF, we the foregoing named parties hereunto set our hands this\_\_\_\_\_

day of \_\_\_\_\_, 19\_\_\_\_\_

ATTEST:

\_\_\_\_\_  
HIPSKIND CONCRETE CORPORATION

\_\_\_\_\_  
BY:

\_\_\_\_\_  
Corporate Secretary

\_\_\_\_\_  
ITS:

\_\_\_\_\_  
Contractor, Party of the First Part.

City of Fort Wayne, By and Through:

\_\_\_\_\_  
ATTEST:

\_\_\_\_\_  
Secretary and Clerk

\_\_\_\_\_  
Its Board of Public Works and Mayor.

APPROVED AS TO FORM AND LEGALITY

\_\_\_\_\_  
CITY ATTORNEY

BILL NO. G-78-10-41 (as amended)

GENERAL ORDINANCE NO. G-34-78 (as amended)

AN ORDINANCE amending Chapter 15 of the Code of the City of Fort Wayne, Indiana of 1974.

BE IT ENACTED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That Section 15-13 "Employment under Municipal Contract," Article III, Chapter 15 of the Code of the City of Fort Wayne, Indiana of 1974 is amended to be and read as follows, to wit:

"Sec. 15-13 Same - Under Municipal Contract.

15-13-1 Definitions. As used in this Section, the following words have these meanings:

- a. The terms "Discriminates," "discriminating," "discriminatory" mean and include:
  - (1) to promote segregation or separation in any manner, to treat any person differently, or to exclude from or fail or refuse to extend to any person equal opportunities with respect to hiring, termination, compensation, or other terms, conditions or privileges of employment, because of the race, religion, sex, color, national origin or handicap of any such person;
  - (2) also, to fail to make reasonable accommodation to the known physical or mental limitations of an otherwise qualified handicapped employee;
  - (3) also, to fail to make reasonable accommodation to the religious observance or practice of any employee or prospective employee unless the employer can demonstrate that the accommodation would impose an undue hardship on the conduct of the employer's business;
  - (4) also, to make, print or publish, or cause to be made, printed or published any notice, statement, or advertisement with respect to employment that indicates a preference, limitation, specification or discrimination based on race, sex, religion, color, national origin or handicap;
  - (5) the following practices are not included in the meaning of "discrimination":
    - (a) for any not-for-profit association, incorporated or otherwise, organized exclusively for fraternal or religious purposes, to devote its resources to its own religion or denomination, or to give employment preference to its own members,

- (b) for any not-for-profit association, incorporated or otherwise, established for the purpose of offering or providing education, training or other social services and benefits to handicapped persons, to devote its resources to such handicapped persons with respect to such education, training or social services and benefits.

b. The term "handicap" means and includes:

- (1) any physical or mental impairment which substantially limits one or more of a person's major life activities; or
- (2) a record of such an impairment, and includes,
- (3) a person who is regarded as having such an impairment; provided that,
- (4) this term does not include drug or alcohol abuse or addiction.

c. The term "obstruct" means and includes the actions of any person knowingly obstructing the fair and lawful enforcement of this Article of this Chapter by coercing or intimidating any complainant or prospective complainant, or any witness to any act of discrimination as defined herein, after such person has received actual notice of a discrimination charge or has been served notice of a complaint filed.

d. The term "retaliate" means and includes the actions of any person in discriminating against any other person with regard to, or denying any other person access to or opportunities in employment, because any such other person has opposed any practice made unlawful by this Article of this Chapter, or because such other person has made a charge, testified, assisted or participated in any manner in an investigation, proceeding, or hearing under this Article of this Chapter.

15-13-2 Mandatory Covenants. Every contract for or on behalf of the City of Fort Wayne for the construction, alteration or repair of any public building or public work or the performance of any other work or service shall contain provisions by which the contractor agrees, as follows:

- a. That in the performance of work under such contract or any subcontract thereunder, the contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, will not discriminate against any person who is qualified and available to perform the work to which the employment relates.
- b. That such contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor will not obstruct the enforcement of this Article of this Chapter.
- c. That such contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor will not retaliate against any person.

15-13-3 Enforcement. Enforcement of this Article of this Chapter shall be through order of the Board of Public Works, in the following manner:

- a. Whenever any member of the Board of Public Works, or whenever the Affirmative Action Officer who is assigned to help watch over public contracts has reason to believe that any of the provisions hereof have been violated, the matter may be referred to the Metropolitan Human Relations Commission for investigation and initiation of discrimination charges against the contractor or subcontractor. Cases over which the Commission has no jurisdiction shall be investigated by said Affirmative Action Officer.
- b. A final order of the Metropolitan Human Relations Commission shall be forwarded to the Board of Public Works, which may invoke one of the remedies set forth in Sub Section 15-13-4 hereof. If it is a matter over which the Metropolitan Human Relations Commission has no jurisdiction, the Board of Public Works shall conduct a hearing to determine whether there has been a breach of this Article of this Chapter. In so doing, the Board may call upon the Commission for consultation.

15-13-4 Remedies. Upon finding that a contractor or sub-contractor or any person acting on behalf of such contractor or subcontractor has violated a provision or provisions of this Article of this Chapter, whether discriminating, obstructing, retaliating, or otherwise, the Board of Works may:

- a. Deduct from the amount payable to the contractor by the City of Fort Wayne under such contract a penalty of no less than ten dollars (\$10.00) per day, per violation, nor more than one thousand dollars (\$1,000.00) per day, per violation. Each day on which a continuing violation exists, shall be deemed a separate offense; or,
- b. The Board of Works may cancel or terminate the contract, and all money due or to become due thereunder may be forfeited, for a second or any subsequent violation of this article of this Chapter.

SECTION 2. That Chapter 15, Article III, of the Code of the City of Fort Wayne, Indiana of 1974 is further amended by adding thereto a new section 15-13A, which shall be and read as follows, to wit:

"Sec. 15-13A. A verbatim copy of Sec. 15-13 may be attached as an exhibit to and incorporated in and made a part of any contract made by or on behalf of the City of Fort Wayne, Indiana for any public work; which shall constitute compliance with Sec. 15-13-2."

# Improvement Resolution

## FOR CURB AND SIDEWALK

No. 5875 - 80

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA,  
That it is deemed necessary to improve curb, sidewalk, drive approaches, and wingwalks  
within an area bounded by Wall Street on the north, Broadway on the east, Taylor St.  
on the south, and Phenie St. on the west, also known as West Central Phase V  
Neighborhood Package Improvement.

all in accordance with the profile, detail-drawing and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid by Community Development & Planning.

Adopted, this \_\_\_\_\_ day of \_\_\_\_\_

ATTEST:

Secretary & Clerk

BOARD OF PUBLIC WORKS:

PERFORMANCE AND GUARANTEE BOND

KNOW ALL MEN BY THESE PRESENTS, that we HIPSKIND CONCRETE CORPORATION  
as Principal, and the \_\_\_\_\_  
\_\_\_\_\_, a corporation organized under the laws of the  
State of \_\_\_\_\_, and duly authorized to transact business in the  
State of Indiana, as Surety, are held firmly bound unto the City of Fort Wayne,  
Indiana, an Indiana Municipal Corporation in the sum of SIXTY-SEVEN THOUSAND,  
FIVE HUNDRED AND SIX DOLLARS AND THIRTY CENTS-----  
(\$ 67,506.30-----), for the payment whereof well and truly to be made,  
the Principal and Surety bind themselves, their heirs, executors, administrators,  
successors and assigns, jointly and severally, firmly by these presents. The  
condition of the above obligation is such that

WHEREAS, the Principal did on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_,  
enter into a contract with the City of Fort Wayne to construct

Resolution No. 5875-80

curb, sidewalk, drive approaches, and wingwalks within an area bounded by  
Wall Street on the north, Broadway on the east, Taylor St. on the south, and  
Phenie St. on the west, also known as West Central Phase V Neighborhood Package  
Improvement.

at a cost of \$ 67,506.30-----, according to certain plans and specifications  
prepared by or approved by the City.

WHEREAS, the grant of authority by City to so construct such improvement  
provides:

1. That said improvement shall be completed according to said plans and  
specifications, and contractor shall warrant and guarantee all work, mater-  
ial, and conditions of the improvement for a period of three (3) years from  
the date of final acceptance in writing by the Owner;
2. There shall be filed with the City, within thirty (30) days after comple-  
tion, a Completion Affidavit;
3. Said Principal is required to agree to make such adjustments, modifica-  
tions, and repairs as required by the City within thirty (30) days after  
notice.

WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications.

NOW THEREFORE, if the principal shall faithfully perform all of the terms and conditions required of it by the contract and shall for three (3) years after acceptance of said improvement by City warrant and guarantee said improvement and shall indemnify the City for all loss that City may sustain by reason of the Principal's failure to comply with any of the terms of the authorization, then this obligation shall be void, otherwise it shall remain in full force and effect.

HIPSKIND CONCRETE CORPORATION  
(Contractor)

BY: \_\_\_\_\_

ITS: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

(Title) Corporate Secretary

\_\_\_\_\_  
Surety

\*BY: \_\_\_\_\_  
Authorized Agent  
(Attorney-in-Fact)

\*If signed by an agent, power of attorney must be attached

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

----- HIPSKIND CONCRETE CORPORATION-----  
(Name of Contractor)

----- 3322 REED, FORT WAYNE, INDIANA 46806-----  
(Address)

a CORPORATION \_\_\_\_\_, hereinafter called Principal,  
(Corporation, Partnership or Individual)

and \_\_\_\_\_  
(Name of Surety)

and duly authorized to transact business in the State of Indiana, hereinafter called Surety, are held and firmly bound unto the City of Fort Wayne, an Indiana Municipal Corporation in the penal sum of SIXTY-SEVEN THOUSAND, FIVE HUNDRED AND SIX DOLLARS AND THIRTY CENTS-----  
for the payment whereof well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, for the construction of:

Resolution No. 5875-80

To improve curb, sidewalk, drive approaches, and wingwalks within an area bounded by Wall Street on the north, Broadway on the east, Taylor St. on the south, and Phenie St. on the west, also known as West Central Phase V Neighborhood Package Improvement.

at a cost of SIXTY-SEVEN THOUSAND, FIVE HUNDRED AND SIX DOLLARS AND THIRTY CENTS-----  
(\$ 67,506.30-----), all according to Fort Wayne Street Engineering Department plans and specifications.

WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications, and

WHEREAS, no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.



NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, this instrument is executed in \_\_\_\_\_ counter-  
(number)  
parts, each one of which shall be deemed an original, this \_\_\_\_\_ day of  
\_\_\_\_\_, 1979.

(SEAL)

ATTEST:

HIPSKIND CONCRETE CORPORATION  
Principal

\_\_\_\_\_  
(Principal) Secretary

BY \_\_\_\_\_

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
Witness as to Principal

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
Surety

BY \_\_\_\_\_  
Attorney-in-Fact  
(Authorized Agent)

\_\_\_\_\_  
Witness as to Surety

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address)

NOTE: Date of Bond must not be prior to date of Contract.  
If Contractor is Partnership, all partners should execute bond.

ATTACH POWER OF ATTORNEY

SS-3. UN-SKILLED  
US-UNSKILLED  
IF-INDUSTRIAL FUND  
PW-PER WEEK

We, the undersigned committee, being appointed to prepare a schedule of the prevailing wages to be paid in connection with, ALL CONSTRUCTION AND MAINTENANCE CONTRACTS AWARDED BY THE BOARD OF WORKS, CITY OF FT. WAYNE, INDIANA DURING THE MONTHS OF APRIL, MAY AND JUNE, 1980, in compliance with the provisions of CHAPTER 8 319 of the acts of the GENERAL ASSEMBLY of INDIANA, 1935, have established a schedule as hereinafter set forth for the following trades to wit:

TRADES OR OCCUPATION	CLASS	RATE PER HR.	HSW	PEN	VAC	APP.	MISC.
ASBESTOS WORKER	S	13.80	55c	1.25			3if
BOILERMAKER	S	13.25	1.17½	1.00		3c	
BRICKLAYER	S	12.21	57c	.50		2c	6if
CARPENTER (BUILDING)	S	11.29	70c	6%		2c	4if
(HIGHWAY)	S	11.93	70c	.70		5c	2if
CEMENT MASON	S	10.85	75c	.80		2c	
ELECTRICIAN	S	13.05	55c	3%+50c		6c	12if
ELEVATOR CONSTRUCTOR	S	12.33	1.04½	.82	8%	3½c	
GLAZIER	S	11.39		.25	40c	4c	25choliday 25 annuit
IRON WORKER	S	12.35	1.00	1.45		2c	2if
LABORER (BUILDING)	S-SS	8.55-9.55	.70	.70		9c	
(HIGHWAY)	US	8.30-9.15	.70	.70		9c	
(SEWER)	S-US-SS	8.30-9.15	.70	.70		9c	
LATHER	S	11.79		.80		1c	3if
MILLWRIGHT & PILEDRIVER	S	11.69	.70	6%		2c	4if
OPERATING ENGINEER (BUILDING)	S-SS	8.35-12.50	.75	.65		10c	
(HIGHWAY)	US	8.59-11.57	.75	.65		10c	
(SEWER)	S-SS-US	8.59-11.57	.75	.65		10c	
PAINTER	S	9.90-10.90	.60	.85		12c	6misc.
PLASTERER	S	10.08	.60	.60			
PLUMBER & STEAMFITTER	S	13.75	.55	.90		7c	7if
MOSAIC & TERRAZZO GRINDER	S	9.50-11.05					
ROOFER	S	11.90		.30			
SHEETMETAL WORKER	S	12.67	.72	.77		10c	42c50smi 14if
TEAMSTER (BUILDING)	S-SS		29.00pw	37.00pw			
(HIGHWAY)	US	9.60-10.55					
	S-SS-US	9.20-9.60	31.50pw	37.00pw			

If any CLASSIFICATIONS ARE OMITTED IN THE ABOVE SCHEDULE, THE PREVAILING WAGE SCALE SHALL BE PAID. The above and forgoing shall be the minimum prevailing wage scale for this project as set by the wage scale committee, but in no way shall it prevent the contractor or sub-contractor from paying a higher rate of wages than set out in the schedule of wages on file.

DATED THIS 1 DAY OF April, 1980

REPRESENTING GOVERNOR, STATE OF INDIANA

REPRESENTING THE AWARDED AGENT.

REPRESENTING STATE A.F.L. & C.I.O.

EQUAL OPPORTUNITY CLAUSE

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally

assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: PROVIDED, HOWEVER, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

4922  
TITLE OF ORDINANCE SPECIAL ORDINANCE - CONTRACT FOR CURB & SDWK. IMP. RES. NO. 5875-80 - W. CENTRAL PH. V

DEPARTMENT REQUESTING ORDINANCE BOARD OF PUBLIC WORKS

SYNOPSIS OF ORDINANCE CONTRACT FOR CURB AND SIDEWALK IMPROVEMENT RESOLUTION NO. 5875-80, CURB,

SIDEWALK, DRIVE APPROACHES AND WINGWALKS WITHIN AN AREA BOUNDED BY WALL STREET ON THE NORTH,  
BROADWAY ON THE EAST, TAYLOR STREET ON THE SOUTH AND PHENIE STREET ON THE WEST, ALSO KNOWN AS  
WEST CENTRAL PHASE V NEIGHBORHOOD PACKAGE IMPROVEMENT. CONTRACT FOR THE PROJECT IS HIPSKIND  
CONCRETE CORPORATION, LOW BIDDER FOR SAME, WHICH WAS BID MAY 28, 1980 AT 9 A.M.

(CONTRACT ATTACHED)

PRIOR APPROVAL ACQUIRED, A COPY OF WHICH IS ATTACHED HERETO

EFFECT OF PASSAGE CONSTRUCTION OF CURBS, SIDEWALKS, DRIVE APPROACHES AND WINGWALKS IN THE  
ABOVE-DESCRIBED AREA

EFFECT OF NON-PASSAGE

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) \$67,506.30 FROM C D & P FUNDS

ASSIGNED TO COMMITTEE

Public Works